

# EXHIBIT 1

BRIAN SANDOVAL  
*Governor*

STATE OF NEVADA

C.J. MANTHE  
*Director*



BARBARA D. RICHARDSON  
*Commissioner*

DEPARTMENT OF BUSINESS AND INDUSTRY  
DIVISION OF INSURANCE

1818 East College Pkwy., Suite 103  
Carson City, Nevada 89706  
(775) 687-0700 • Fax (775) 687-0787  
Website: doi.nv.gov  
E-mail: insinfo@doi.nv.gov

December 19, 2017

XL Insurance America, Inc.  
Attn: Toni Ann Perkins  
70 Seaview Avenue  
Stamford, CT 06902-2040

RE: Employers Mutual Casualty Company vs. Zurich American Insurance Company, et al.  
District Court, Clark County, Nevada  
Case No. A-17-766003-C; Dept. No. 14

Dear Ms. Perkins:

Enclosed please find the following documents: Summons-Civil, Plaintiff's Complaint for Declaratory Relief, Equitable Contribution, Equitable/Partial/Total Indemnification and Equitable Subrogation, and District Court Civil Cover Sheet. This document has been served upon the Commissioner of Insurance as your attorney for service of process on December 15, 2017.

The appropriate action should be taken immediately, as you may only have 30 days from the date of this service to respond.

Please advise if you have any questions regarding this service.

Sincerely,

BARBARA D. RICHARDSON  
Commissioner of Insurance

By:

\_\_\_\_\_  
FELECIA CASCI  
Service of Process Clerk

Enclosures

c: Laleaque Grad, Esq.

**PROOF OF SERVICE**

I hereby declare that on this day I served a copy of the Summons-Civil, Plaintiff's Complaint for Declaratory Relief, Equitable Contribution, Equitable/Partial/Total Indemnification and Equitable Subrogation, and District Court Civil Cover Sheet upon the following defendant in the within matter, by mailing true and correct copies thereof, via certified mail, return receipt requested, to the following:

**XL Insurance America, Inc.**  
Attn: Toni Ann Perkins  
70 Seaview Avenue  
Stamford, CT 06902-2040  
**CERTIFIED MAIL NO. 7017 1070 0000 8962 8800**

I declare, under penalty of perjury, that the foregoing is true and correct.

DATED this 19<sup>th</sup> day of December, 2017.

Helen Corri

**FELECIA CASCI**  
**Employee of the State of Nevada**  
**Department of Business and Industry**  
**Division of Insurance**

RE: Employers Mutual Casualty Company vs. Zurich American Insurance Company, et al.  
District Court, Clark County, Nevada  
Case No. A-17-766003-C; Dept. No. 14



**State of Nevada, Division of Insurance**  
The document on which this certificate  
is stamped is a full, true and correct  
copy of the original.

Date: 12/19/17 By: Alecia Cox

BRIAN SANDOVAL  
*Governor*

STATE OF NEVADA

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December 19, 2017

Laleaque Grad, Esq.  
The Grad Law Firm  
8275 South Eastern Avenue, Suite 200-352  
Las Vegas, NV 89123

RE: Employers Mutual Casualty Company vs. Zurich American Insurance Company, et al.  
District Court, Clark County, Nevada  
Case No. A-17-766003-C; Dept. No. 14

Dear Laleaque Grad, Esq.:

The Nevada Division of Insurance ("Division") received the service of process documents on December 15, 2017 regarding the above-entitled matter. Service has been completed on XL Insurance America, Inc. this date and enclosed are the following:

1. A copy of the Division's letter to XL Insurance America, Inc., dated December 19, 2017.
2. A certified copy of the Proof of Service dated December 19, 2017.
3. A copy of the paid invoice in the amount of \$30.00.

Pursuant to *Nevada Revised Statutes* 680A.260, 685A.200, and 685B.050, all documents after initial service of process may be served directly to the party.

Please advise if you have any questions regarding this service.

Sincerely,

BARBARA D. RICHARDSON  
Commissioner of Insurance

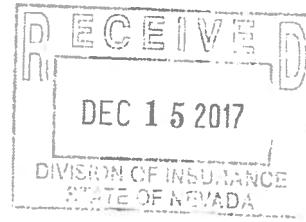
By:

\_\_\_\_\_  
FELECIA CASCI  
Service of Process Clerk

Enclosures

c: XL Insurance America, Inc.

1 Electronically Issued  
2 12/12/2017 10:10 AM



1 **SUMM**

2 Laleaque Grad, Esq.  
3 Nevada Bar No.: 8475  
4 THE GRAD LAW FIRM  
5 8275 South Eastern Avenue  
6 Suite 200-352  
7 Las Vegas, NV 89123  
8 Telephone: (702) 990-8387  
9 Facsimile: (702) 990-8681  
10 Email: lgrad@gradlawfirm.com

11 Attorneys for Plaintiff **EMPLOYERS MUTUAL CASUALTY COMPANY**

12 **DISTRICT COURT**

13 **CLARK COUNTY, NEVADA**

14  
15 EMPLOYERS MUTUAL CASUALTY  
16 COMPANY, an IOWA CORPORATION

17 Case No.: A-17-766003-C  
18 Dept. No.: 14

19 Plaintiff,

20 **SUMMONS - CIVIL**

21 v.

22 ZURICH AMERICAN INSURANCE  
23 COMPANY, an ILLINOIS  
24 CORPORATION; CATLIN SPECIALTY  
25 INSURANCE COMPANY, a  
26 DELAWARE CORPORATION;  
27 GREENWICH INSURANCE COMPANY,  
28 a DELAWARE CORPORATION, XL  
INSURANCE AMERICA, INC., a  
DELAWARE CORPORATION and DOES  
1 through 250, inclusive,

Defendants.

///

///

///

**SUMMONS – CIVIL**

**NOTICE YOU HAVE BEEN SUED. THE COURT MAY DECIDE  
AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND  
WITHIN 20 DAYS, READ THE INFORMATION BELOW.**

**TO THE DEFENDANT(S):** A civil Complaint has been filed by the Plaintiff against you for the relief as set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is  
2 served on you, exclusive of the day of service, you must do the following:  
3
    - (a) File with the Clerk of this Court, whose address is shown below, a  
4 formal written response to the Complaint in accordance with the  
5 rules of the Court, with the appropriate filing fee.
    - (b) Serve a copy of your response upon the attorney whose name and  
6 address as shown below.
  2. Unless you respond, your default will be entered upon application of the  
3 Plaintiff and failure to so respond will result in a judgment of default  
4 against you for the relief demanded in the Complaint, which could result  
5 in the taking of money or property or other relief requested in the  
6 Complaint.
  3. If you intend to seek the advice of an attorney in this matter, you should  
4 do so promptly so that your response may be filed on time.

20 | //

21 | //

22 | //

23 | //

24 | //

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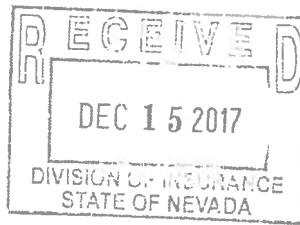
4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

STEVEN D. GRIERSON  
CLERK OF THE COURT

By: Sthacey Alvarez 12/12/2017  
Deputy Clerk Date  
Regional Justice Center  
200 Lewis Avenue  
Las Vegas, Nevada 89155  
Sthacey Alvarez

Submitted by:

/s/ Laleaque Grad  
Laleaque Grad, Esq.  
Nevada Bar No.: 8475  
THE GRAD LAW FIRM  
8275 South Eastern Avenue  
Suite 200-352  
Las Vegas, NV 89123  
Telephone: (702) 990-8387  
Facsimile: (702) 990-8681  
Email: lgrad@gradlawfirm.com



Electronically Filed  
12/8/2017 4:27 PM  
Steven D. Grierson  
CLERK OF THE COURT

A handwritten signature in black ink, appearing to read "Steven D. Grierson".

1 COMP

2 Laleaque Grad, Esq.  
3 Nevada Bar No.: 8475  
4 THE GRAD LAW FIRM  
5 8275 South Eastern Avenue  
6 Suite 200-352  
7 Las Vegas, NV 89123  
8 Telephone: (702) 990-8387  
9 Facsimile: (702) 990-8681  
10 Email: lgrad@gradlawfirm.com

11 Attorneys for Plaintiff EMPLOYERS MUTUAL CASUALTY COMPANY

12 DISTRICT COURT

13 CLARK COUNTY, NEVADA

14 A-17-766003-C

15 EMPLOYERS MUTUAL CASUALTY  
16 COMPANY,

17 Case No.: Department 14  
18 Dept. No.:

19 Plaintiff,

20 v.  
21 PLAINTIFF'S COMPLAINT FOR  
22 DECLARATORY RELIEF,  
23 EQUITABLE CONTRIBUTION,  
24 EQUITABLE/PARTIAL/TOTAL  
25 INDEMNIFICATION AND  
26 EQUITABLE SUBROGATION

27 ARBITRATION EXEMPTION:

- 28 1. Action for Declaratory Relief  
2. Action Seeking Equitable Relief  
3. Damages Exceed \$50,000

Defendants.

23 COMES NOW Plaintiff EMPLOYERS MUTUAL CASUALTY COMPANY  
24 ("EMC"), by and through its attorney, for claims for relief against Defendants, and each  
25 of them, and alleges as follows:  
26  
27 / / /  
28 / / /

1

## PARTIES

3           1. Plaintiff EMC is now, and at all times mentioned herein was, a  
4 corporation organized and existing under the laws of the State of Iowa and is duly  
5 authorized to do business in the State of Nevada.

6       2. Defendants ZURICH AMERICAN INSURANCE COMPANY, CATLIN  
7 SPECIALTY INSURANCE COMPANY, GREENWICH INSURANCE COMPANY,  
8 XL INSURANCE AMERICA, INC., and DOES 1 through 250, inclusive, and each of  
9 them, were and are business entities and/or corporations, organized and existing under  
10 the laws of one of the States of the United States of America, and are duly licensed and  
11 duly authorized to do business in the State of Nevada.

12       3.     The true names and capacities, whether individual, corporate, associate or  
13 otherwise, of Defendants DOES 1 through 250, inclusive, are unknown to Plaintiff at  
14 this time, who therefore sues said Defendants by such fictitious names and will request  
15 leave of court to amend this complaint to show the true names and capacities when the  
16 same have been ascertained.

17       4. Plaintiff is informed and believes and based thereon alleges that each of  
18 the Defendants designated as a DOE is responsible in some manner for the events and  
19 happenings herein referred to and which proximately caused damages to Plaintiff as  
20 hereinafter alleged.

11

## **JURISDICTION AND VENUE**

23       5. This action for declaratory relief, equitable contribution,  
24 equitable/partial/total indemnification and equitable subrogation is brought pursuant to  
25 NRS 30, et seq. and the common law. This Court has jurisdiction over this action as  
26 each of the Defendants were, at all relevant times, doing business in the State of Nevada  
27 including, without limitation, contracting for insurance in the State of Nevada.

III.

**GENERAL ALLEGATIONS COMMON TO ALL CLAIMS FOR RELIEF**

3       6. Plaintiff is informed and believes and thereon alleges that Strobel  
4 Construction Unlimited (“Strobel”) was the general contractor for the construction of  
5 the Pro Petroleum Fuel Terminal in Las Vegas, Nevada (“Project”).

6       7. Plaintiff is informed and believes and thereon alleges that the Project  
7 consisted of the construction of six above ground fuel storage tanks with an impressed  
8 Cathodic Protection System (“CP System”) to protect the tanks from corrosion.

9       8. Plaintiff EMC issued the following commercial general liability insurance  
10 policies to Strobel and its parent company of Strobel Starostka Construction LLC  
11 relevant to this matter: 3D8-59-18-10 (effective 5/1/09-5/1/10); 3R8-59-18-11  
12 (effective 5/1/10 – 5/1/11); and 3R8-59-18-12 (effective 5/1/11-5/1/12).

13       9. Plaintiff is informed and believes and thereon alleges that on October 14,  
14 2009, Strobel entered into a subcontract agreement with Corrpro Companies, Inc.  
15 ("Corrpro") to design, provide and install the CP System for the protection of the  
16 above-ground storage tanks at the Project.

17       10. Plaintiff is informed and believes and thereon alleges that the subcontract  
18 between Strobel and Corrpro required that Corrpro name Strobel as an additional  
19 insured under Corrpro's commercial general liability insurance policies as follows:

**ARTICLE 7. Insurance.** (a) Subcontractor shall obtain and maintain, at all times during the progress of the Work, all insurance policies and coverages required by Contractor, as specified in Exhibit A attached hereto and incorporated herein. Said policies, where applicable shall contain waiver of subrogation rights against the Owner, Contractor, and their respective agents and employees; it being agreed that the Subcontractor hereby releases and waives any such claims against Owner, Contractor, and their respective agents and employees for accidental damage or loss to such improvements on the Project

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*Where applicable, and as required by Contractor, all such policies of insurance shall designate Owner, Contractor and their respective officers, directors and employees as Additional Insureds thereunder.*

\* \* \*

EXHIBIT A

## INSURANCE REQUIREMENTS

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**GENERAL LIABILITY: (Each Occurrence):**

- (1) *Each Occurrence:* \$1,000,000  
(2) *Personal and Advertising Injury:* \$1,000,000  
(3) *General Aggregate:* \$2,000,000  
(4) *Products-Completed Operations Aggregate:* \$2,000,000  
(5) *Property Damage Liability insurance will provide Explosion, Collapse and Underground coverage where applicable.*

\* \* \*

**IMPORTANT: (MUST BE INCLUDED ON CERTIFICATE)**

*Strobel Construction Unlimited, Inc. shall be listed as an Additional Insured on a primary and non-contributory basis utilizing CG 2010 and CG2037 07 04.*

三

11. Plaintiff is also informed and believes and thereon alleges that the subcontract between Strobel and Corrpro contains the following indemnity provision:

**ARTICLE 8. Indemnification.** (a) To the fullest extent permitted by law, the Subcontractor shall indemnify and hold harmless the Contractor and all of its directors, officers, agent and employees from and against all claims, damages, losses, fines, assessments, and costs of suit or defense, including but not limited to attorney's fees and expenses (whether or not litigation be commenced) arising out of or resulting from the performance of the Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury or to destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, to the extent caused in whole or in part by any negligent act or omission of the Subcontractor any one directly or indirectly employed by Subcontractor or

1       *anyone for whose acts Subcontractor may be liable, regardless of whether  
2       it is caused in part by a party indemnified hereunder. Such obligations  
3       shall not be construed to negate, or abridge, or otherwise reduce any other  
4       right or obligation of indemnity which would otherwise exist as to any  
5       party or person described in this Article.*

6              12. Plaintiff is informed and believes and thereon alleges that Defendant  
7       ZURICH AMERICAN INSURANCE COMPANY ("Zurich") is a corporation  
8       organized and existing under the laws of the State of Illinois with its principal state of  
9       business in the State of Illinois. Zurich issued one or more commercial general liability  
10      insurance policies to Corrpro, including policy no. GLO 9325917 (7/1/10-7/1/11).  
11      Strobel qualifies as an additional insured under the Zurich coverage pursuant to the  
12      following endorsement:

13              ***ADDITIONAL INSURED – AUTOMATIC – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION***

14              \* \* \*

15      A. *WHO IS INSURED (Section II) is amended to include as an  
16       insured the person or organization shown in the Schedule above,  
17       whom you are required to add as an additional insured on this  
18       policy under a written contract or written agreement.*

19      B. *The insurance provided to the additional insured applies only to  
20       "bodily injury", "property damage" or "personal and advertising  
21       injury" covered under SECTION I, Coverage A, BODILY INJURY  
22       AND PROPERTY DAMAGE LIABILITY and Coverage B,  
23       PERSONAL AND ADVERTISING INJURY LIABILITY, but only  
24       with respect to liability for "bodily injury", "property damage" or  
25       "personal and advertising injury" caused, in whole or in part, by:*

26              1. *Your acts or omissions; or*

27              \* \* \*

28      F. *For the coverage provided by this endorsement:*

29              1. *The following paragraph is added to 4. Other Insurance of  
30       SECTION IV – COMMERCIAL GENERAL LIABILITY  
31       CONDITIONS, under a. Primary Insurance:*

1           *This insurance is primary insurance as respects our*  
2           *coverage to the additional insured person or organization,*  
3           *where the written contract or written agreement requires*  
4           *that this insurance be primary and non-contributory. In that*  
5           *event, we will not seek contribution from any other*  
6           *insurance policy available to the additional insured on*  
7           *which the additional insured person or organization is*  
8           *Named Insured.*

9                         \* \* \*

10          13. Plaintiff is informed and believes and thereon alleges that Defendant  
11          CATLIN SPECIALTY INSURANCE COMPANY (“Catlin”) is corporation organized  
12          under the laws of Delaware with its principal place of business in the State of  
13          Connecticut. Catlin issued one or more commercial general liability policies to Corrpro,  
14          including policy no. CLG 2030560712 (7/1/11-7/1/12).

15          14. Plaintiff is informed and believes and thereon alleges that Defendant  
16          GREENWICH INSURANCE COMPANY (“Greenwich”) is a corporation organized  
17          under the laws of Delaware with its principal place of business in the State of  
18          Connecticut. Greenwich issued one or more commercial general liability policies to  
19          Corrpro, including policy no. CGG 7409109 (7/1/12-7/1/13).

20          15. Plaintiff is informed and believes and thereon alleges that Defendant XL  
21          INSURANCE AMERICA, INC. (“XL Insurance”) is a corporation organized under the  
22          laws of Delaware with its principal place of business in the State of Connecticut. XL  
23          Insurance issued one or more commercial general liability policies to Corrpro,  
24          including policy no. CGD 7409262 (7/1/13-7/1/14).

25          16. Plaintiff is informed and believes and thereon alleges that Strobel  
26          qualifies as an additional insured under the Catlin, Greenwich and XL Insurance  
27          coverage, pursuant to the following endorsement:

28          ///  
29          ///

1                   ***ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS***  
 2                   ***COMPLETED OPERATIONS***

3                   \* \* \*

4                   *Section II – Who Is An Insured is amended to include as an additional  
 5 insured the person(s) or organization(s) shown in the Schedule, but only  
 6 with respect to liability for “bodily injury” or “property damage”,  
 7 caused in whole or in part, by “your work” at the location designed [sic]  
 and described in the schedule of this endorsement performed for that  
 additional insured and included in the “products-competed operations  
 hazard”.*

8                   17. The owner of the Project, Pro Petroleum, alleged that the fuel tanks at the  
 9 Project were corroding due to defects associated with the CP System. Both Strobel and  
 10 Corrpro as well as their insurers were notified of Pro Petroleum’s claim. The parties  
 11 participated in a mediation wherein an agreement was made to settle the claims of Pro  
 12 Petroleum. The settlement was funded by the insurance carriers subject to a reservation  
 13 of rights regarding reallocation of the amounts paid toward the settlement.  
 14

15                  18. Plaintiff EMC paid \$783,750.00 in order to accomplish the settlement on  
 16 behalf of its named insured Strobel.

17                  19. Plaintiff is informed and believes and thereon alleges that Strobel is an  
 18 additional insured under Defendants’ insurance policies and that Defendants should  
 19 reimburse EMC for the payment EMC made in order to resolve the claims against  
 20 Strobel which directly stemmed from the work of Defendants’ named insured –  
 21 Corrpro.

22                  20. As a direct consequence of Defendants’ actions, Plaintiff EMC has  
 23 incurred damages in excess of \$50,000.00. Plaintiff EMC was required to bring this  
 24 action to recover the payment on behalf of Strobel and has thereby incurred, and will  
 25 continue to incur, attorneys’ fees.  
 26                  ///  
 27                  ///  
 28                  ///

## **FIRST CLAIM FOR RELIEF**

**(Declaratory Relief)**

(By Plaintiff EMC against all Defendants)

4       21. Plaintiff re-alleges and incorporates by reference as though as though  
5 fully set forth herein, each and every allegation contained in paragraph 1 through 20,  
6 inclusive, in this complaint.

7       22. An actual and justiciable controversy has arisen and now exists between  
8 Plaintiff EMC and Defendants concerning their rights and duties under the respective  
9 insurance policies described above in that Plaintiff EMC claims that the Defendants,  
10 and each of them, had a duty to defend and indemnify Strobel in relation to the Pro  
11 Petroleum claim and that Plaintiff EMC is entitled to reimbursement and/or  
12 contribution from Defendants, and each of them, for those amounts previously paid by  
13 EMC. Plaintiff EMC is informed and believes and based thereon alleges that said  
14 Defendants deny owing any reimbursement to EMC. The interests of the parties are  
15 adverse and Plaintiff EMC has a legally protectable interest in the controversy and the  
16 issues are ripe for judicial determination.

17       23. As a direct result of the conduct of the Defendants, and each of them,  
18 Plaintiff EMC has incurred damages in excess of \$50,000.00.

19       24. Plaintiff EMC desires a judicial determination and declaration of  
20 Plaintiff's and Defendants' respective rights and duties owed to Strobel under their  
21 respective policies and pursuant to applicable law, and specifically that the Defendants,  
22 and each of them, have a duty to reimburse Plaintiff EMC under Defendants' insurance  
23 policies which are primary to those of Plaintiff EMC. Plaintiff EMC further desires a  
24 judicial determination and declaration of the equitable and legal amount of said  
25 reimbursement obligation as well as a declaration that Defendants are required to  
26 reimburse Plaintiff EMC herein for its reasonable attorneys fees incurred in this action,  
27 and the amount of such attorneys' fees which Plaintiff EMC may recover.

## **SECOND CLAIM FOR RELIEF**

### (Equitable Contribution)

(By Plaintiff EMC against all Defendants)

25. Plaintiff EMC re-alleges and incorporates by reference as though fully set forth herein, each and every allegation contained in paragraphs 1 through 24 in this complaint.

26. With respect to each Defendant, this claim for equitable contribution is pled in the alternative to the claim for equitable subrogation.

9        27. Defendants issued primary additional insured coverage to Strobel, but  
10 refused to indemnify Strobel in relation to the claims asserted by Pro Petroleum.

11       28. Because of the conduct of Defendants and each of them, Plaintiff EMC,  
12 under a full reservation of rights, was required to defend and indemnify Strobel in  
13 relation to Pro Petroleum's claim.

14       29. Therefore, Defendants should each be required to reimburse Plaintiff  
15 EMC for the cost of resolving Pro Petroleum's claims against Strobel.

16       30. As a direct consequence of Defendants' and each of their wrongful refusal  
17 and failure to provide coverage to Strobel, Plaintiff EMC has incurred damages in  
18 excess of \$50,000.00. As a further direct consequence of Defendants' and each of their  
19 wrongful refusal and failure to provide coverage to Strobel, Plaintiff EMC was required  
20 to bring this recovery action and has thereby incurred, and will continue to incur,  
21 attorneys fees.

### **THIRD CLAIM FOR RELIEF**

### (Equitable/Partial/Total Indemnification)

(By Plaintiff EMC against all Defendants)

25       31. Plaintiff EMC re-alleges and incorporates by reference as though fully set  
26 forth herein, each and every allegation contained in paragraphs 1 through 30, inclusive,  
27 in this complaint.

1       32. Plaintiff EMC is informed and believes and thereon alleges that the  
2 Defendants, and each of them, owe reimbursement for the amount paid by Plaintiff  
3 EMC to resolve Pro Petroleum's claims against Strobel pursuant to principles of  
4 equitable/partial/total indemnity.

5       33. As a direct consequence of Defendants' and each of their wrongful refusal  
6 and failure to indemnify Strobel, Plaintiff EMC has incurred damages in excess of  
7 \$50,000.00. As a further direct consequence of Defendants' actions, Plaintiff EMC was  
8 required to bring this action and will continue to incur attorneys' fees.

**FOURTH CLAIM FOR RELIEF**

### (Equitable Subrogation)

(By Plaintiff EMC against Defendants)

12       34. Plaintiff EMC re-alleges and incorporates by reference as though fully set  
13 forth herein, each and every allegation contained in paragraphs 1 through 33, inclusive,  
14 in this complaint.

15       35. As to each Defendant, this claim for equitable subrogation is pled in the  
16 alternative to the claim for equitable contribution.

17       36. Plaintiff EMC is informed and believes and based thereon alleges that  
18 Defendants and each of them were legally required and primarily obligated to defend  
19 and indemnify Strobel in relation to Pro Petroleum's claims according to the indemnity  
20 and insurance provisions found in the subcontract between Strobel and Corrpro and/or  
21 according to the Defendants' respective policies of commercial general liability  
22 insurance naming Strobel as an additional insured.

23       37. Because of Defendants' and each of their failure to pay for Strobel's  
24 indemnification, Plaintiff EMC was forced to incur the cost of resolving Pro  
25 Petroleum's claims against Strobel pursuant to the reservation of rights.

26       38. Justice requires that Plaintiff EMC's payment be entirely shifted to the  
27 Defendants and each of them who are primarily responsible for payment of the same

1 pursuant to the Defendants' respective policies of commercial general liability  
2 insurance naming Strobel as an additional insured.

3       39. As a direct consequence of Defendants' and each of their wrongful refusal  
4 and failure to indemnify Strobel, Plaintiff EMC has incurred damages in excess of  
5 \$50,000.00. As a further direct consequence of Defendants' actions, Plaintiff EMC was  
6 required to bring this recovery action and will continue to incur, attorneys' fees.

7 WHEREFORE, Plaintiff prays for judgment against Defendants, and each of  
8 them, as follows:

9           1. A judicial determination of each Defendant's duty to defend and  
10 indemnify and the equitable and legal amount owed to Plaintiff EMC by each  
11 Defendant.

12       2. A judicial determination of the contribution as among Defendants and  
13 Plaintiff EMC.

14           3.     A judicial determination of the equitable indemnity as among Defendants  
15 and Plaintiff EMC.

16       4. A judicial determination of the equitable subrogation as among  
17 Defendants and Plaintiff EMC.

18 ||| 5. For damages against Defendants in an amount in excess of \$50,000.00.

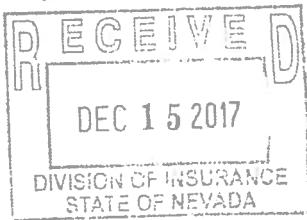
19       6. For such other and further relief as the court deems proper including, but  
20 not limited to, attorneys' fees, costs, investigation fees and interest.

21 | DATED: December 8, 2017

THE GRAD LAW FIRM

/s/ Laleaque Grad

Laleauc Grad, Esq.  
Nevada Bar No.: 8475  
8275 South Eastern Avenue  
Suite 200-352  
Las Vegas, NV 89123  
Telephone: (702) 990-8387  
Email: lgrad@gradlawfirm.com



A-17-766003-C

Department 14

## DISTRICT COURT CIVIL COVER SHEET

### Clark County, Nevada

Case No.

(Assigned by Clerk's Office)

**I. Party Information** (provide both home and mailing addresses if different)

Plaintiff(s) (name/address/phone): Defendant(s) (name/address/phone):

Employers Mutual Casualty Company 717 Mulberry Des Moines, IA 50309 515-280-2511	Zurich American Insurance Company; Catlin Specialty Insurance Company Greenwich Insurance Company XL Insurance America, Inc.
Attorney (name/address/phone):  Laleaque Grad (NV Bar No. 8475) 8275 South Eastern Ave, Suite 200 Las Vegas, NV 89123 (702) 990-8387	Attorney (name/address/phone):

**II. Nature of Controversy** (please select the one most applicable filing type below)**Civil Case Filing Types**

<b>Real Property</b> <ul style="list-style-type: none"> <li><b>Landlord/Tenant</b> <input type="checkbox"/> Unlawful Detainer           <input type="checkbox"/> Other Landlord/Tenant</li> <li><b>Title to Property</b> <input type="checkbox"/> Judicial Foreclosure           <input type="checkbox"/> Other Title to Property</li> <li><b>Other Real Property</b> <input type="checkbox"/> Condemnation/Eminent Domain           <input type="checkbox"/> Other Real Property</li> </ul>	<b>Negligence</b> <input type="checkbox"/> Auto <input type="checkbox"/> Premises Liability <input type="checkbox"/> Other Negligence <b>Malpractice</b> <input type="checkbox"/> Medical/Dental <input type="checkbox"/> Legal <input type="checkbox"/> Accounting <input type="checkbox"/> Other Malpractice <b>Torts</b> <ul style="list-style-type: none"> <li><b>Other Torts</b> <input type="checkbox"/> Product Liability           <input type="checkbox"/> Intentional Misconduct           <input type="checkbox"/> Employment Tort           <input type="checkbox"/> Insurance Tort           <input type="checkbox"/> Other Tort</li> </ul>	
<b>Probate</b> <ul style="list-style-type: none"> <li><b>Probate</b> (select case type and estate value)               <input type="checkbox"/> Summary Administration               <input type="checkbox"/> General Administration               <input type="checkbox"/> Special Administration               <input type="checkbox"/> Set Aside               <input type="checkbox"/> Trust/Conservatorship               <input type="checkbox"/> Other Probate                 <b>Estate Value</b> <input type="checkbox"/> Over \$200,000               <input type="checkbox"/> Between \$100,000 and \$200,000               <input type="checkbox"/> Under \$100,000 or Unknown               <input type="checkbox"/> Under \$2,500             </li> </ul>	<b>Construction Defect &amp; Contract</b> <ul style="list-style-type: none"> <li><b>Construction Defect</b> <input type="checkbox"/> Chapter 40               <input type="checkbox"/> Other Construction Defect                 <b>Contract Case</b> <input type="checkbox"/> Uniform Commercial Code               <input type="checkbox"/> Building and Construction               <input checked="" type="checkbox"/> Insurance Carrier               <input type="checkbox"/> Commercial Instrument               <input type="checkbox"/> Collection of Accounts               <input type="checkbox"/> Employment Contract               <input type="checkbox"/> Other Contract             </li> </ul>	<b>Judicial Review/Appeal</b> <ul style="list-style-type: none"> <li><b>Judicial Review</b> <input type="checkbox"/> Foreclosure Mediation Case               <input type="checkbox"/> Petition to Seal Records               <input type="checkbox"/> Mental Competency                 <b>Nevada State Agency Appeal</b> <input type="checkbox"/> Department of Motor Vehicle               <input type="checkbox"/> Worker's Compensation               <input type="checkbox"/> Other Nevada State Agency                 <b>Appeal Other</b> <input type="checkbox"/> Appeal from Lower Court               <input type="checkbox"/> Other Judicial Review/Appeal             </li> </ul>
<b>Civil Writ</b> <ul style="list-style-type: none"> <li><b>Civil Writ</b> <input type="checkbox"/> Writ of Habeas Corpus               <input type="checkbox"/> Writ of Mandamus               <input type="checkbox"/> Writ of Quo Warrant                 <input type="checkbox"/> Writ of Prohibition               <input type="checkbox"/> Other Civil Writ             </li> </ul>		<b>Other Civil Filing</b> <ul style="list-style-type: none"> <li><b>Other Civil Filing</b> <input type="checkbox"/> Compromise of Minor's Claim               <input type="checkbox"/> Foreign Judgment               <input type="checkbox"/> Other Civil Matters             </li> </ul>

*Business Court filings should be filed using the Business Court civil coversheet.*

12-8-17

Date

Signature of initiating party or representative

See other side for family-related case filings.